of abutting property constructed a barbed wire fence along the south line of the street. On the night of December 1, 1906, plaintiff was driving his horse on the street in question, and by reason of the darkness ran into the barbed-wire fence. *Held,* the dedication of a public way to a public use does not per se make it a public highway so as to require the municipality to keep such way in a reasonably safe condition for such use, without proof of acceptance by the corporation, and the adoption of an ordinance establishing the grade of a dedicated street is insufficient to show such an acceptance. *Atkinson* v. *City of Nevada* (1908), — Mo. App. —, 112 S. W. 1022.

It would seem, on reason and authority, that there was such an acceptance of the dedication here as to complete the dedication for all ordinary purposes, and a sufficient acceptance and assumption of jurisdiction over the highway to charge defendant with its maintenance in safe condition. "When the dedication is beneficial to the public an acceptance will usually be implied from slight circumstances or from user by the public for the purposes for which dedicated." 9 AM. & ENG. ENCYC. OF LAW, 2nd Ed., p. 45; ELLIOTT, ROADS AND STREETS, Ed. 2, § 152; ANGELL, HIGHWAYS, Ed. 3, § 162; *Hobbs* v. *Lowell,* 19 Pick. 405. Where there is a complete dedication no acceptance is required. *Myers* v. *City of Oceanside,* — Cal. App. —, 93 Pac. 686. Use by the public, adoption of an ordinance establishing the grade, and extending the street by condemnation, are held to be in acceptance of a dedicated street. *Meiners* v. *City of St. Louis,* 130 Mo. 274, 32 S. W. 637. Passage of an ordinance authorizing turnpike company to macadamize and keep in repair a dedicated road held to be evidence of an acceptance. *Town of Versailles* v. *Versailles & Mt. V. T. P. R. Co.,* 8 Ky. Law Rep. 704. The passage of an ordinance by a common council directing the construction of a sewer through land which has been tendered as a highway will amount to an acceptance of the tender. *Matter of Hunter,* 163 N. Y. 542; *Burroughs* v. *City of Cherokee,* 134 Ia. 429, 109 N. W. 876. A resolution of the common council authorizing the construction of a railroad through land dedicated to the city as a street is effective as an acceptance by the city of the offer to dedicate. *Michigan Cent. R. Co.* v. *City of Bay City,* 129 Mich. 264, 88 N. W. 638. But, "in some cases, so far as the dedication is concerned, a dedication will be deemed complete, while as to the public authorities there may not have been such an acceptance as would render them responsible for the repair and keeping of the premises dedicated." Note to *State* v. *Trask,* 27 Am. Dec. 554, 563. The principal case is based on *Ely* v. *St. Louis,* 181 Mo. 723, 81 S. W. 168; and *Ruppenthal* v. *St. Louis,* 190 Mo. 213, 88 S. W. 612, which seem, however, to be distinguishable from it.

DEEDS—ACKNOWLEDGMENT TAKEN BY OFFICER AND STOCKHOLDER OF CORPORATION GRANTOR.—Where an acknowledgment by stockholders of a mining corporation, of a consent to a deed executed and signed by the president and secretary thereof, was taken before the secretary, who was a stockholder in the corporation and a notary public; *held,* that the acknowledgment was valid, since the officer taking it took no beneficial interest under the conveyance. *Greve* v. *Echo Oil Co.* (1908), — Cal. App. —, 96 Pac. 904.

The question involved in this case appears to have come before the courts for adjudication in but a few instances. The answer seems rather to have been taken for granted in most cases, the general rule usually being stated to be that an acknowledgment taken before an officer who is a party to the instrument is invalid. The overwhelming weight of authority is undoubtedly to the effect that where the officer taking the acknowledgment is an officer and stockholder, or merely a stockholder, in a corporation which is the grantee or mortgagee, the acknowledgment is void. *Jenkins* v. *Jonas Schwab Co.*, 138 Ala. 664, 35 South. 649; *Ogden Building & Loan Assn.* v. *Mensch*, 196 Ill. 554, 63 N. E. 1049, 89 Am. St. Rep. 330; *Kothe* v. *Krag-Reynolds Co.*, 20 Ind. App. 293, 50 N. E. 594; *Smith* v. *Clark*, 100 Ia. 605, 69 N. W. 1011; *Wilson* v. *Griess*, 64 Neb. 792, 90 N. W. 866; *First Nat. Bank* v. *Citizens' State Bank*, 11 Wyo. 32, 70 Pac. 726, 100 Am. St. Rep. 925. But on the question as to its validity where the officer taking it is a grantor, or the officer and stockholder of a corporation grantor or mortgagor, there is little authority. HALL, J., in the opinion in the principal case, states that after a careful search he has been unable to find a single case in which it has been held that an acknowledgment by grantors taken before a grantor is void. There are, however, at least three cases in which it has been so held. They are: *Davis* v. *Beazley*, 75 Va. 491; *Leftwich* v. *City of Richmond*, 100 Va. 164, 40 S. E. 651; *Webb* v. *Ritter*, 60 W. Va. 193, 54 S. E. 484. In each of these cases the acknowledgment was of a deed executed by a clerk of court, and acknowledged before him, either in person or by his deputy. In *Davis* v. *Beazley*, supra, it was said that "the law contemplates no such anomaly as that of a party to a deed taking his own acknowledgment before himself in his official character." The court does not go much beyond this in stating reasons for its decision. If the officer's interest in the transaction is the controlling element, it would seem, on principle, that the same reasons exist for applying the rule of disqualification where the corporation in which the officer holds stock is grantor in the instrument, as where it is grantee, though perhaps in a lesser degree. The decision in the principal case is based upon the ground that, since the officer takes no beneficial interest by the conveyance, he is not disqualified to take the acknowledgment. *Mundee* v. *Freeman*, 23 Fla. 529, is opposed to the three cases last cited, and to that extent is in accord with the principal case.

DEEDS—BUILDING RESTRICTION—"FRONT PROPERTY LINE" OF CORNER LOT.—Property was platted into lots, which were sold and conveyed subject to restrictive covenants providing that no building should be erected within twenty feet of "the front property line of any street." *Held*, that in the case of a corner lot, the line on each of the two street sides is a "front property line" within the meaning of the covenant. *Waters* v. *Collins* (1908), — N. J. Eq. —, 70 Atl. 984.

The decision is, in effect, that the phrase "front property line" means the front line with respect to the street, and not with respect to the lot; or, as was said by the court in the case of *City of Des Moines* v. *Dorr*, 31 Iowa 89,